

CONSULTANT AGREEMENT

This Consultant Agreement entered in to this 1st day of March 2020

BETWEEN

Atlantic Council of the United States, Inc., on behalf of its program, Adrienne Arsht – Rockefeller Foundation Resilience Center, represented by its Chief Administrative Officer, Julie Varghese, located at 1030 15th Street, NW, 12th Floor, Washington, DC 20005. Hereinafter **Atlantic Council of the United States, Inc.'s Adrienne Arsht – Rockefeller Foundation Resilience Center** is referred to as "**AARFRC**" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns.

AND

CUBE, IIT Madras - CENTRE FOR URBANIZATION, BUILDINGS & ENVIRONMENT (CUBE), a Society constituted by the Indian Institute of Technology, Madras and Government of Tamil Nadu, having its office at Module 6 C, Block C, 6th Floor, IIT Madras Research Park, Kanagam Road, Taramani, Chennai 600113, represented by the Chief Executive Officer of CUBE, hereinafter referred to as "**CUBE**" which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns.

AARFRC and CUBE are hereinafter referred to individually as "Party" and collectively as "Parties" which expressions shall unless repugnant to the context thereof, include their successors and permitted assigns.

1. WHEREAS

1.1 AARFRC's objectives include reaching one billion people with resilience solutions to climate change, migration, and security challenges by 2030. AARFRC's focus is on individuals, communities,

and institutions to help them, and their constituencies and stakeholders, better understand, prepare for, navigate, and recover from shocks and stresses for a more resilient world.

1.2 CUBE's objectives include delivering effective and measurable value in built environment aiming at future equipped and sustainable human habitats, CUBE is a Centre of Excellence of IIT Madras and Government of Tamil Nadu formulated to address the practical challenges faced by urban built environment through development & deployment of innovative technologies and policy-based solutions in partnership with academia, private sector and government. CUBE extends its services under four domains, namely, **Building & Construction, Environment & Sustainability, Smart Cities and Urban Planning & Transportation**. CUBE's objectives among others is also to promote resilience to climate change among individuals, communities and institutions and assist the Tamil Nadu State Government for the same.

1.3 AARFRC is interested in hiring CUBE to help pursue AARFRC's objective of providing resilience solutions to one billion people by 2030, by building resilience in the people of Chennai., with awareness of the current urbanization challenges, such as Urban Heat, Water Conservation, Food Security and Income Disparity (especially among vulnerable communities) and lack of Civic Engagement on issues like Waste Segregation. In addition, AARFRC wishes to hire CUBE to assist it in continuing implementation of elements of the Chennai Resilience Strategy under the Rockefeller Foundation's 100RC program through the Urban Horticulture Initiative.

1.4 For this purpose, CUBE shall institutionalize the **Chennai Resilience Centre** (hereinafter referred to as **CRC**) as one of its divisions, to be fostered and supported in part by the Atlantic Council of the United States, Inc.'s Adrienne Arsht – Rockefeller Foundation Resilience Center (AARFRC). CRC shall have an aim to promote resilience in individuals, communities and institutions to address the challenges posed by climate change and rapid urbanization in Chennai.

1.5 In order to maintain continuity, CUBE will work closely with the Greater Chennai Corporation (GCC) and other Government Organizations to affect the Urban Horticulture Initiative of the "Chennai Resilience Strategy" in phases as may be identified. To that end an MoU will be signed between GCC and CUBE and any other Government Organizations as may be required.

1.6 **NOW THEREFORE**, in consideration of the provisions and mutual covenants set herein, both the Parties have decided to enter into a Consultant Agreement as follows:

2. OBJECTIVES OF CHENNAI RESILIENCE CENTRE AT CUBE

- 2.1 Act as a crucial operations hub and primary liaison for facilitating the priority actions articulated in the Chennai Resilience Strategy to include the Chennai Urban Horticulture Initiative
- 2.2 Facilitating Partnerships and Collaborations
- 2.3 Fund-raising
- 2.4 Project Management
- 2.5 Monitoring and Evaluation
- 2.6 Strategic Communication and Capacity Building

3. PROJECT – CHENNAI URBAN HORTICULTURE INITIATIVE

3.1 Towards achieving a more resilient Chennai, the first project to be implemented by CUBE under this Agreement is the creation of the **Chennai Urban Horticulture Initiative** (hereinafter may be referred to as CUHI) through the CRC (the "Project").

3.2 **Project Advisors:** Global Resilience Cities Network (formerly 100 Resilient Cities (100RC)), hereinafter referred to as GRCN and Okapi Research & Advisory will support CUBE in an advisory role for this initiative on an as required basis.

3.3 Objectives of CUHI

3.3.1 Utilizing 1000s of acres of rooftops to scale-up vegetable gardening through a citywide strategy **involving stakeholders** such as Tamil Nadu State Horticulture Department, Chennai Corporation Schools (hereinafter referred to as **Corporation Schools**), operated and maintained by the Greater Chennai Corporation (hereinafter referred to as **GCC**), Tamil Nadu Corporation for Development of Women, Self Help Groups, Residential Welfare Associations (RWAs) and other beneficiaries, **in order to reduce heat exposure and temperature leading to co-benefits of increasing green cover, conserving water, reducing waste, promoting health and nutrition, generating livelihoods and building resilience.**

3.3.2 **Encouraging students in Corporation Schools** to take up vegetable gardening and rooftop farming in order to **promote a value-based education and supplement the Govt. of Tamil Nadu's Nutritious Meal Program.**

3.3.3 **Supporting livelihood generation and skills development of vulnerable groups,** particularly through the social empowerment of women.

3.3.4 **Conducting training and awareness programs to educate citizens** on the benefits of Urban Horticulture and associated practices such as composting, waste segregation, rainwater harvesting and encourage citizen participation in building Roof Top Vegetable Gardens in their premises.

3.4 Towards these ends, a three phased approach consisting of the following phases shall be adopted:

3.4.1 **Phase 1: Test Mode:** Establishing model farms in three schools and determining parameters for monitoring and evaluation.

3.4.2 **Phase 2: Scaling Up Level 1:** Establishing model farms in fifteen schools and fifteen localities (through selected Resident Welfare Associations).

3.4.3 **Phase 3: Scaling Up Level 2:** (contingent on the success of prior phases and the identification of funding sources)

- a. Establishing rooftop farms in all 200 wards of the GCC, with one farm per ward
- b. Establishing rooftop farms in 281 government schools within the purview of GCC.

4. OBLIGATIONS AND RESPONSIBILITIES OF THE PARTIES

4.1 Responsibilities of AARFRC

4.1.1 AARFRC will pay the professional fees to CUBE for carrying out the services as outlined in this Agreement, USD130,000 for the first 10-months of the Term. CUBE will deliver the Services as elaborated in the Appendix A. The project schedule and budget are outlined in Appendix B & C respectively.

4.1.2 Any additional funding for each successive year of engagement will be mutually agreed upon on an annual basis, based on mutual consent and scope of work.

4.1.3 As AARFRC deems necessary, it will support fundraising through participation in local and/or international events and meetings as needed at its own expense.

4.1.4 AARFRC will oversee and manage the progress of the Urban Horticulture Initiative and provide instructions on implementation, scaling, and communications as may be required.

4.1.5 AARFRC intends to utilize the learnings from the project to scale it to other parts of India and other countries as opportunities allow.

4.2 Responsibilities of CUBE

4.2.1 Establish CRC as a division of CUBE fostered by AARFRC with said objectives.

4.2.2 CUBE will be responsible for the day-to-day, on-the-ground obligations regarding the creation of and operations of the Chennai Urban Horticulture Initiative (CUHI)

4.2.3 Act as nodal agency for kick starting the Urban Horticulture program in Chennai.

4.2.4 Efficient, professional & timely delivery of the Services as elaborated in the Appendix A.

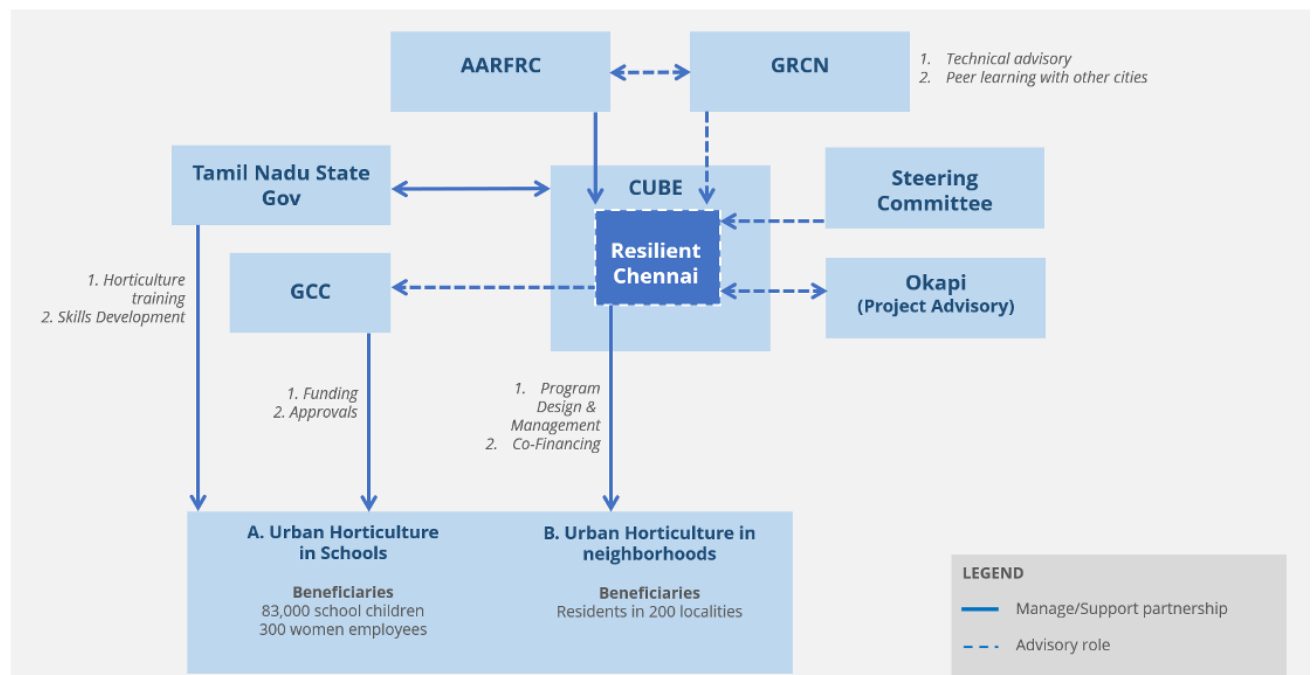
4.2.5 Nurture partnerships, raise funds, and liaison with various stakeholders, implementing agencies and government departments.

4.2.6 Project Management for successful and timely implementation of the Urban Horticulture Initiative on the ground.

4.2.7 Monitoring and Quality Assurance to ensure impact/quality and to identify need for course correction.

4.2.8 Draw up plans and scaling up strategy to meet long term goals & objectives of CRC in consultation with AARFRC.

4.2.9 CUBE shall provide regular reports to AARFRC regarding the status of the Services to be performed hereunder, including at a minimum each quarter during the Term.



5. PAYMENTS

- 5.1 AARFRC shall pay CUBE USD 130,000 (plus GST at 18%) for the first 10-months of the Term. Payment shall be made in the following way:
- 5.1.1 The first payment of USD 60,333 shall be paid within fifteen (15) days of signing of this Agreement.
 - 5.1.2 The applicable taxes of USD 10,860 on the first payment will be paid by AARFRC after CUBE raises an invoice for the taxes.
 - 5.1.3 Each additional payment of USD 23,223 shall be paid after AARFRC's receipt of the quarterly report covering the previous quarter and within fifteen (15) days of receipt of an invoice for the service amount as well as the applicable GST amount from CUBE.
- 5.2 Invoices shall be sent by CUBE in electronic form to the email address as may be indicated by the AARFRC from time to time.
- 5.3 Exchange Rate: The Exchange Rate to be used in this Agreement shall be the exchange rate on the day of transfer of payment.

6. ACCOUNTABILITY AND DECISION-MAKING

- 6.1 AARFRC and CUBE shall jointly review the progress of the CRC and implementation of the Project once every week through a conference call.
- 6.2 AARFRC shall consult with CUBE regarding the Project, but all significant decisions shall be the sole responsibility of AARFRC.
- 6.3 In order to maintain transparency, CUBE will maintain a time tracking system for each individual involved in providing the Services as detailed in the Agreement.
- 6.4 CUBE will submit quarterly reports to AARFRC to provide updates on the progress in fulfilling the Services. The suggested broad contents of the Quarterly Report will be as follows:
- 6.4.1 Physical Progress of the Project.
 - 6.4.2 Budget Overview including line-item expenditures, burn rates and projections.
 - 6.4.3 Any Constraints / Risks.
 - 6.4.4 Proposed Revisions / Course Corrections.
 - 6.4.5 Execution of MoUs with partners connected to CUHI.

7. KNOWLEDGE SHARING & INTELLECTUAL PROPERTY

- 7.1 Both Parties shall permit the exchange of information, materials and components in the areas of cooperation as per the Agreement, if permissible within the rules governing the two organizations.
- 7.2 If the activities related to the Agreement, involve matters of secrecy and concern with security of the State and the Country, the same will not be allowed for publication / printing in any form.
- 7.3 Subject to Section 7.2, and unless agreed to otherwise between the parties, each AARFRC and CUBE shall have the right to use, including the right to license others to use, any information obtained, knowledge learned or materials created in any manner that helps create resiliency around the world, without any duty to the other Party.
- 7.4 The Parties may work together in a collaborative publication and shall, unless agreed to otherwise, be considered as authored by both Parties.
- 7.5 Both Parties will be free to independently carry out follow up research on the work conducted under this Agreement.
- 7.6 Other IPR issues shall be decided by the two parties by mutual consent.

8. ADDITIONAL SERVICES

8.1 CUBE may perform additional services beyond the ones listed in Appendix A, as requested by AARFRC, in which case such additional services must be outlined in writing.

8.2 These new Services shall be governed by this Agreement. Any additional services added to this Agreement will be considered part of the total "Services" to be provided by CUBE to AARFRC and will be subject to the same terms and conditions set forth in this Agreement.

8.3 Any such new Services must be signed off by both CUBE and AARFRC to indicate agreement to adding the new services and the fees to be paid by AARFRC for these services.

9. EFFECTIVE DATE, TENURE, EXTENSION AND TERMINATION

9.1 The Term of this Agreement shall begin on the date of signing of this Agreement and, unless terminated earlier as per the termination procedure herein, shall continue to be in force for three (3) Years.

9.2 The extension of the Term may be based on periodic review and mutual agreement between the Parties.

9.3 It is agreed by both the Parties that none of them will withdraw from the Agreement nor terminate the Agreement, during the progress, delivery or handing over of the Phase 1 without the prior written consent of the other.

9.4 After Phase 1 is complete, either Party may terminate this Agreement only in the event of the material breach of this Agreement by the other party which remains uncured after thirty (30) days prior written notice from the non-breaching party outlining the nature of the breach and the steps necessary to cure the breach.

9.5 This Agreement is entire by itself and cannot be changed or terminated orally. The provisions of this Agreement may only be amended, varied, supplemented or waived by an instrument or instruments in writing signed by the Parties. All legally signed amendments shall automatically become an integral part of this Agreement.

9.6 If any change of law or requirement of any regulatory or Government Authority materially affects the ability of either Party to perform its obligations under this Agreement, such Party shall give written notice thereof to the other Party and both the Parties shall mutually agree to such changes to this Agreement as are necessary to enable the affected Party to perform its obligations. If the Parties are unable to agree upon such changes within 30 business days from the date of receipt of notice by the non-affected Party, either Party shall be entitled to terminate this Agreement by a written notice to the other Party.

9.7 The termination of this Agreement shall not affect the rights of the Parties accrued prior to such termination.

9.8 CUBE will keep AARFRC up-to-date on the extension or termination of agreements/MoUs with government bodies, private organizations, and individuals that are directly related to CUHI at the earliest after it goes into effect.

10. FORCE MAJUERE

10.1 In case of an event beyond the reasonable control of a Party (Force Majeure), and which makes a Party's obligations hereunder impossible or so impractical as reasonably impossible in the circumstances and includes, but not limited to i) Civil disturbance, ii) Breach of peace, iii) Declared or undeclared war, iv) Act of interference or action by military authorities, v) Terrorist acts, vi) Sabotage, vii) damage by the elements, viii) Riot or disorder, ix) Act of God (i.e. fire, frost, flood,

earthquake , storm, lightning or epidemic}; x) Quarantine, xii) Strikes or Lockouts xii) Change in law rendering the performance of a Party' s obligations impossible (excluding any change in taxation laws); xiii) Revocation of applicable Government licenses acts or omissions of competent Government Authorities or its authorised security operatives, the Party affected by the Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations with a minimum delay.

10.2 Party affected by Force Majeure shall notify the other Party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event.

11. INDEMNIFICATION

11.1 CUBE shall defend, indemnify, and hold harmless the Atlantic Council of the United States, Inc. and AARFRC and each of its officers, directors, partners, members, employees, heirs and agents, from and against any and all third-party claims, liabilities, damages, judgments, costs and expenses, including, without limitation, reasonable attorneys' fees incurred, arising out of or relating to the Project or the Services being provided by CUBE hereunder, except that AARFRC shall defend, indemnify and hold harmless CUBE and its officers, directors, partners, members, employees, heirs and agents if the claim arises directly from a decision made by AARFRC in direct contradiction of CUBE's recommendation. The indemnifying Party's obligations will be subject to it having sole control of the defense of such claim and receiving reasonable assistance and cooperation from the indemnified Parties in connection with such defense.

12. ADDITIONAL PROVISIONS

12.1 CUBE agrees that no part of the professional fee paid will be used towards any terrorist financing used directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the Government of India, the United Nations and such other agencies/organizations/entities. Further, to assist AARFRC, if required, CUBE shall comply with applicable law and agrees to provide AARFRC such information as it may reasonably request, including information about persons or organizations that will or have received funds in connection with this consultancy agreement.

Further, no monies or professional income received by CUBE towards this consultancy agreement should be used for the following:

- Activities of a political or exclusively religious nature
- Activities relating to lobbying or influencing legislations or policies
- Activities relating to political campaigning or mobilizations
- Payments that support activity intended to influence or attempt to influence Parliament, government or political parties, or attempting to influence the awarding or renewal of contracts and grants, or attempting to influence legislative or regulatory action
- No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal practice, should be made, either directly or indirectly, towards fulfilling the objectives as enshrined in the consultancy agreement.

13. NOTICES

13.1 Any notice or communication or request to be given by either Party to the other shall be given in writing at the address mentioned in the title clause of this Agreement.

14. REPRESENTATIONS

14.1 Each Party represents to the other that, as on the date of Agreement (i) it has the valid right and authority to enter into this Agreement and perform its obligations hereunder; and (ii) neither the entering into of this Agreement nor the performance of its obligations hereunder will breach any applicable law or regulation.

15. SEVERABILITY

15.1 It is the desire and intent of the Parties that the terms, provisions and covenants contained in this Agreement shall be enforceable to the fullest extent permitted by law. If any such term, provision or covenant or the application thereof to any person or circumstances shall, to any extent, be construed to be invalid or unenforceable in whole or in part, then such term, provision or covenant shall be construed in a manner as to permit its enforceability under law to the fullest extent possible.

15.2 In any case, the remaining provisions of this Agreement or the application thereof to any person or circumstances, other than those that have been held invalid or unenforceable, shall remain in full force and effect.

16. LANGUAGE

16.1 The official and binding language of this Agreement, as well as the official and binding language between the Parties in connection with the Agreement will be the English language.

17. PUBLICITY

17.1 CUBE shall include AARFRC's affiliation in communication products related to CUHI and will consult with AARFRC about such releases prior to publishing.

18. SITE VISITS

18.1 AARFRC may visit CRC at CUBE for site visits and in-person partnership meeting(s) once or twice a year in Chennai or as needed. CUBE may travel to Washington DC and other locations, as needed, to communicate and discuss the Project at conferences and with the media.

19. APPLICABLE LAWS

19.1 Arbitration: Any dispute or difference between the Parties arising out of or in relation to this Agreement or any incidental matter thereof shall be resolved amicably between the Parties, failing which the same shall be referred under the terms of the Arbitration and Conciliation Act, 1996 to the Arbitration of the sole arbitrator to be appointed jointly by the Parties whose decision shall be final and binding on all the Parties hereto. Such Arbitration shall be held at Chennai & the language of arbitration proceedings shall be in English.

19.2 Jurisdiction: This Agreement shall take effect and be construed in accordance with the substantive Laws of India and be subject to the jurisdiction of the courts at Chennai.

In WITNESS WHEREOF the Parties hereto have set their respective hands on the day, month and year and place here in written.

For and on behalf of:

Atlantic Council of the United States, Inc.

Centre for Urbanization, Buildings & Environment

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Julie Varghese 3/11/2020
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DocuSigned by:
Major General L Padmanabam 3/9/2020
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Name: Ms. Julie Varghese, Chief Administrative Officer

Name: L Padmanaban
(Major General, Retired)
Chief Executive Officer

DocuSigned by:
Kathy Baughman McLeod 3/11/2020
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Witness 1

DocuSigned by:
M. Ash 3/11/2020
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Witness 2

Name: Kathy Baughman McLeod
Designation: Director, Arsht-Rockefeller Res
Organization Arsht-Rockefeller Foundation Res

Name: Ashwin Mahalingam
Designation: Associate Professor
Organization IIT Madras

Appendix A The Services

1 Key Services to be provided by CUBE for Chennai Urban Horticulture Initiative

- 1.1 Institutionalizing CRC as a division of CUBE.
- 1.2 Setting up three model rooftop vegetable gardens in corporation schools within three months of signing of Agreement.
- 1.3 Continue efforts to scale-up and develop gardens in schools and residences.
- 1.4 Conduct a feasibility study in Perumbakkam to explore the possibility of developing a horticulture effort;
- 1.5 Monitor and evaluate the horticulture efforts initiated;
- 1.6 Build and Maintain a website for communication and building awareness around the cross-cutting social and environmental benefits of urban horticulture program.
- 1.7 Targeting to scale-up to 281 public schools, residential neighborhoods across all 200 wards to transform this into a city-wide movement, and 1336 Anganwadis
- 1.8 Nurturing partnerships, raising funds, and liaising with implementing agencies and government departments.
- 1.9 Day-to-day Project management for successful and timely implementation of the Urban Horticulture Initiative on the ground.
- 1.10 Monitoring and evaluation to ensure impact/quality and to identify need for course correction as well as potential means for scaling up the effort further to meet long term goals.

2 Phases of the CUHI

- 2.1 Phase 1: Test Mode.
 - a. Develop, implement and monitor the three model farms in Corporation Schools.
 - b. Facilitation and coordination with key stakeholders including:
 - i. The GCC for implementation in Corporation Schools.
 - ii. The Tamil Nadu Government Department of Horticulture and Plantation Crops for guidance as well as exploring possible subsidies, where required.
 - iii. The Tamil Nadu Corporation for Development of Women (TNCDW) and Tamil Nadu Skill Development Corporation (TNSCD) to provide trained staff where required.
 - iv. NGOs, like Care Earth Trust, Indra Gardens, My Harvest and others.
 - v. Local Nurseries involved in horticulture.
 - vi. Rain Centre for RWH guidance.
 - vii. The Tamil Nadu Generation and Distribution Corporation for Solar roofs, if required.
 - c. Develop and design a website and social media campaign for the promotion of this initiative, in coordination with the State Horticulture Department.
 - d. Encourage community participation through targeted strategy.
 - e. Provide monitoring and evaluation of the three model rooftop farms across the identified parameters.
 - f. Phase 1: Pilot duration is considered for a period of 3 months. The Project Schedule for Phase 1 is appended as Appendix B.
 - g. Draw & Implement strategy for Phase 2: Learnings from the Pilot & Scaling Up Level 1

2.2 Phase 2: Scaling Up Level 1:

- a. Assist with fundraising for Phase 2 Implementation in fifteen (15) Corporation Schools and fifteen (15) localities by identifying partners who will co-fund Phase-2 with the GCC.

2.3 Phase 3: Scaling Up Level 2: (contingent on the success of prior phases and the identification of funding sources)

- a. Draw & Implement strategy for Level 2 scaling up.
- b. Assist with fundraising for Phase 3 Implementation in 200 GCC (one rooftop farm in each ward) and all Corporation Schools by identifying partners who will co-fund Phase-3 with the GCC.

Appendix B

Planned Work Schedule

The following is the scheduled timeline of activities for the first 10-months, encompassing Phase-1 and part of Phase-2. The remainder of Phase-2 and Phase-3 are anticipated to take place in the second year of engagement as per mutually agreeable terms and conditions.

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 |
|--|---|---|---|---|---|---|---|---|---|----|
| Project Activity | | | | | | | | | | |
| Phase 1 | | | | | | | | | | |
| Preliminary Research & Development | | | | | | | | | | |
| Project Management & Facilitation | | | | | | | | | | |
| 3 Model Farms (Proof of Concept) | | | | | | | | | | |
| 3 Model Farm Operations & Maintenance | | | | | | | | | | |
| Monitoring & Evaluation | | | | | | | | | | |
| Urban Horticulture (UH) Program Design | | | | | | | | | | |
| Scale Up Strategy & Fund Raising for Phase 2 | | | | | | | | | | |
| UH Website Development | | | | | | | | | | |
| UH Website Maintenance | | | | | | | | | | |
| Phase 2 | | | | | | | | | | |
| Implementation Phase*: Roll Out of 15 School Farms & 15 localities | | | | | | | | | | |
| 30 Farms Operations & Maintenance | | | | | | | | | | |

**Subject to acquiring required funding*

Appendix C

Budget*

The following is the budget for the first 10-month activities, encompassing Phase-1 and part of Phase-2. The remainder of Phase-2 and Phase-3 are anticipated to take place in the second year of engagement as per mutually agreeable terms and conditions.

| S No | Description | Total Fee (USD) |
|-------------|---|------------------------|
| 1 | Key Personnel – CRC Staff | 71,733 |
| i) | Chief Resilience Officer | 25,020 |
| ii) | Lead Researcher | 18,300 |
| iii) | CUHI Project Manager | 16,680 |
| iv) | Research Associate | 8,400 |
| v) | Administration Support | 3,333 |
| 2 | Travel & Logistics | 4,000 |
| 3 | Website & Collateral Development | 4,650 |
| 4 | Feasibility Study (Perumbakkam) | 4,960 |
| 5 | CUHI Project Expenses** | 20,000 |
| A | Material Costs | 12,500 |
| B | Labour Costs | 7,500 |
| 6 | Contingencies | 7,500 |
| 7 | Overheads (CUBE Admin) | 17,157 |
| | Total | 130,000 |

*The Budget excludes applicable taxes that shall be charged additionally.

** Chargeable at Actuals. Shall be adjusted in the invoices.